

**CITY AND COUNTY OF SAN FRANCISCO
MAYOR'S OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

REQUEST FOR PROPOSALS

for

SKATE PARK DESIGN SERVICES

for

**CENTRAL FREEWAY "PARCEL A"
[NW Corner of Duboce and Stevenson Streets]**

Issue Date: June 10, 2008

Pre-Proposal Conference: June 24, 2008, 10:00am

Deadline For Submission: July 11, 2008, 4:00pm

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Mayor’s Office of Economic and Workforce Development

**Request for Proposals for
Skate Park Design Services For
Central Freeway Parcel A**

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I. Introduction

The City and County of San Francisco (“City”), through its Mayor’s Office of Economic and Workforce Development (MOEWD), is seeking a skate park design consultant to complete the design development and construction documentation of a 10,000 to 15,000 square foot skate park to be located at the northwest corner of Duboce Avenue and Stevenson Street under a portion the newly constructed Central Freeway. In addition, MOEWD will contract with the skate park consultant to provide construction observation services during construction. The contract shall have an original term of 2 years.

The specific land parcel identified for the skate park is approximately 20,000 square feet.

II. Scope of Work

In 2006, the City engaged in a community-based planning process to develop recommendations for three parcels, designated as Parcels A, B and C, underneath the newly constructed Central Freeway between Market Street and Mission Street. A site map of these parcels is shown in Appendix A. The goal of the planning process was to create active, public-oriented uses on land that is currently being used for parking.

The result of the planning process was the development of a “Concept Design and Use Plan” for the parcels (the full plan can be found on MOEWD’s website at www.sfgov.org/moewd under the “Market Octavia” section under “Development Projects”). Under the concept plan, the community strongly advocated for using Parcel A and Parcel B, between Duboce Avenue and Valencia Street, for active recreational uses. Parcel A was designated for a skate park and Parcel B was designated for possible basketball courts and a dog-run. Parcel A is approximately 20,000 square feet, and contains a portion of the freeway overhead and several freeway support columns. The specific design of the skate park facility was not completed as part of the concept plan, and is the subject of this RFP.

The selected respondent to this RFP will work with the San Francisco Department of Public Works (DPW) to further the design of the skate park. DPW will be responsible for the design and documentation of other non-skate park improvements on Parcels A and B, including fencing, lighting, paving, drainage, site furniture, landscaping, and other recreational facilities. Project design is anticipated to begin in August 2008 with the start of construction anticipated in 2009.

Parcels A and B are owned by Caltrans and are currently leased to a private entity to operate a surface parking lot. The City and Caltrans will enter into a long term lease for these sites once a plan for the recreational improvements is approved. The selected respondent and the City will work with Caltrans during the design process to ensure that the proposed design conforms to Caltrans standards and restrictions.

The scope of work outlined below is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The following are work tasks assumed necessary to complete this project. Proposing teams may suggest a modified scope as part of their proposal.

Scope of Work

Phase I: Project Initiation

This phase will include meetings with Caltrans, City staff from MOEWD, the Department of Public Works and the Recreation and Park Department, and representatives from the City's skateboarding community. The purpose of the meetings will be to plan for the community planning process, and to establish the design considerations and standards for the skate park's detailed design.

Deliverables: Final Scope of Services and Project Schedule

Phase II: Conceptual Design Phase

This phase will result in the finalization of a conceptual design, indicating the layout, type and quantity of the skate park's features. The design process will include a series of City-sponsored community planning workshops and/or on-line public discussions led by the consultant. City staff and Caltrans will review the design alternatives and approve the final conceptual design.

Deliverables: Final Conceptual Design; Preliminary Cost Estimate

Phase III: Design Development

This phase will further develop the conceptual design for the skate park, and integrate the skate park with the overall site improvements for the Caltrans parcels. Coordination meetings will be held with Caltrans and City staff to ensure compliance with design standards and applicable codes.

Deliverables: 50% construction documents and technical specifications; Cost Estimate

Phase IV. Construction Document Phase

This phase will result in the completion of the construction documents and technical specifications for the skate park. City and Caltrans staff will review and comment at 90% and 100% prior to contract advertisement.

Deliverables: 90% and 100% plans, technical specifications, and cost estimates.

Phase V. Construction Phase Support

During this phase, the consultant will provide design support services during the bidding and construction phases of the skate park.

Deliverables: Responding to requests for clarification/information; reviewing and approving shop submittals; field visits during construction.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 4:00 p.m., on July 11, 2008. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered or mailed to:

Rich Hillis
Mayor's Office of Economic and Workforce Development
City Hall Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 941102

Proposers shall submit 5 copies of the proposal to the above location. Proposals that are submitted by fax or email will not be accepted. Late submissions will not be considered.

B. Format and Content of Proposals

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Introduction and Executive Summary

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

2. Project Approach

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.

3. Firm Qualifications

Provide information on your firm's background and qualifications which addresses the following:

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of at least (3) design projects similar in size and scope prepared by your firm including client, reference and telephone numbers, and construction budget.

Projects must have been completed within the past (4) years. Descriptions should be limited to two pages for each project, and each should include a photograph of the constructed project. Demonstrate ability to design both street and transition skate parks; and

- a. A comprehensive list of all skate parks designed by the consultant

4. Team Qualifications

- a. Provide a list identifying: (i) each key person on the project team, (ii) the project manager, (iii) the role each will play in the project, and (iv) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

5. References

- a. A list of clients with contact information and name of project.

6. Fee Proposal

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a preliminary fee proposal that includes the total fee for each of the disciplines identified. Please include hourly rates for all team members. (Hourly rates and itemized costs may be used to negotiate changes in the scope of work if necessary.)

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

The Proposer must have a minimum of (4) years demonstrated and documented experience in designing skate parks.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of City staff and community members. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to (3) of the firms with the highest scoring proposals may be interviewed by the committee to make the final selection, **however, the City reserves the right to award to the highest scoring proposer without conducting interviews.**

1. Project Approach (40 points)

- a. Overall proposal presentation
- b. Understanding of the project and the tasks to be performed, etc. and reasonableness of the work schedule.
- c. Fee proposal.

2. Assigned Project Staff (20 points)

- a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person.
- b. Professional qualifications.
- c. Workload, staff availability and accessibility.

3. Experience of Firm and Sub-consultants (40 points)

- a. Expertise of the firm and sub-consultants in the fields necessary to complete the tasks.
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets.
- c. Experience with similar projects.

4. Oral Interview

Following the evaluation of the written proposals, up to (3) proposers receiving the highest scores may be invited to an oral interview, **however, the City reserves the right to award to the highest scoring proposer without conducting interviews.** The interview will consist of standard questions asked of each of the (3) proposers, and specific questions regarding each individual proposal. If oral interviews are conducted, the oral interview score will be added to the written proposal score to make the Total Score.

V. Schedule

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on **June 24, 2008 at 10am at City Hall, Room 421.** This conference is not mandatory. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be posted on MOEWD's website at www.sfgov.org/moewd under the "Market Octavia" section under "Development Projects". Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be posted on the above website. No questions or requests for interpretation will be accepted after July 2, 2008.

B. Schedule

The anticipated schedule for selecting a consultant is shown below:

<u>Proposal Phase</u>	<u>Date</u>
RFP is advertised and issued by the City	June 10, 2008
Pre-proposal conference	June 24, 2008, 10am
Deadline for submission of written questions or requests for clarification	July 2, 2008
Proposals due	July 11, 2008
Oral interview with firms selected for further consideration	July 21-25, 2008 (If required)

C. Contract Award

The City will select a proposer with whom the City staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the City, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP must be directed to:

Rich Hillis
Mayor's Office of Economic and Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Email: rich.hillis@sfgov.org
Phone: 415.554.4082

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Addenda to RFP

The City may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be posted on MOEWD's website at www.sfgov.org/moewd under the "Market Octavia" section under "Development Projects". The City will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer visit MOEWD's website or call the RFP contact before submitting its proposal to determine if the proposer has received all addenda.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the City may require a proposer to provide oral or written clarification of its proposal. The City reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the City to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign

- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- a) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- b) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- c) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise (LBE) Participation and Rating Discounts

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any Proposers who are certified by HRC as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling HRC at (415) 252-2500. The application of the rating discount is as follows:

- (1) A 10% discount to an LBE; or a joint venture between or among LBEs; or
- (2) A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- (4) A 10% discount to a certified non-profit entity.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

VII. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, which is posted on MOEWD's website at www.sfgov.org/moewd under the "Market Octavia" section under "Development Projects". Failure to timely execute the contract, or to furnish any and all certificates, bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance and the Health Care Accountability Ordinance, as set forth in paragraphs B and C below.

B. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see "*Requiring Minimum Compensation for Covered Employee*" section in the Sample Agreement on MOEWD's website.

Additional information regarding the MCO is also available on the web at <http://www.sfgov.org/olse>.

C. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://www.sfgov.org/olse>.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Mayor's Office of Economic and Workforce Development
Attn: Rich Hillis
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

